

RECORDATION NO. 5834-C Filed & Recorded

EXECUTED IN ( 10 ) PARTS

COUNTERPART NO. ( 2 )

DEC 23 1970 - 2 12 PM

INTERSTATE COMMERCE COMMISSION

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SUPPLEMENTAL AGREEMENT

DATED AS OF DECEMBER 1, 1970

AMENDING

CONDITIONAL SALE AGREEMENT

DATED AS OF SEPTEMBER 1, 1970

AMONG

PULLMAN INCORPORATED (Pullman-Standard Division)

FIRST NATIONAL CITY BANK, as Trustee

SEABOARD COAST LINE RAILROAD COMPANY

AND

UNITED STATES TRUST COMPANY of NEW YORK, as Assignee

AND

LEASE OF RAILROAD EQUIPMENT

DATED AS OF SEPTEMBER 1, 1970

BETWEEN

FIRST NATIONAL CITY BANK, as Trustee

AND

SEABOARD COAST LINE RAILROAD COMPANY

AND

AGREEMENT AND ASSIGNMENT

DATED AS OF SEPTEMBER 1, 1970

BETWEEN

UNITED STATES TRUST COMPANY OF NEW YORK, as Agent

AND

PULLMAN INCORPORATED (Pullman-Standard Division)

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## SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT dated as of December 1, 1970, among PULLMAN INCORPORATED (Pullman-Standard Division) (hereinafter called the Builder), FIRST NATIONAL CITY BANK (hereinafter called the Vendee), as Trustee under a Trust Agreement dated as of September 1, 1970, with United California Bank, SEABOARD COAST LINE RAILROAD COMPANY (hereinafter called the Guarantor) and UNITED STATES TRUST COMPANY OF NEW YORK (said Trust Company being hereinafter called the Bank), as Assignee under an Assignment dated as of September 1, 1970, between the Builder and the Bank (hereinafter called the Assignment).

WHEREAS the Builder, the Vendee and the Guarantor have entered into a Conditional Sale Agreement dated as of September 1, 1970 (hereinafter called the Conditional Sale Agreement), pursuant to which the Builder has agreed to construct and to sell, and the Vendee has agreed to purchase, certain railroad equipment more particularly described in Annex B to the Conditional Sale Agreement (hereinafter

called the Equipment)); and

WHEREAS pursuant to a Lease of Railroad Equipment dated as of September 1, 1970 (hereinafter called the Lease), between the Vendee and the Guarantor, the Guarantor has agreed to lease from the Vendee the Equipment, which is also described in Schedule A to the Lease; and

WHEREAS pursuant to the Assignment, the Builder assigned to the Bank, as Agent under a Finance Agreement dated as of September 1, 1970, its right, title and security interest in and to the Equipment and the Conditional Sale Agreement (subject to certain exceptions); and

WHEREAS the Conditional Sale Agreement and the Lease were originally filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 21, 1970, and were assigned recordation numbers 5834 and 5834-A, respectively and the Assignment was originally so filed and recorded on October 2, 1970, and was assigned recordation number 5834-B; and

WHEREAS the Bank, the Builder, the Vendee and the Guarantor now desire to supplement the Conditional Sale Agreement in accordance with Article 4 thereof by amending Annex B thereof to exclude one car therefrom, and the Vendee and the Guarantor desire to supplement the Lease by amending Schedule A thereof accordingly and the Bank and the Builder

desire to supplement the Assignment by amending the definition of "Equipment" thereunder accordingly;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto, as hereinabove set forth, that:

1. Annex B of the Conditional Sale Agreement is hereby amended to exclude therefrom the 77-ton box car numbered 23129 described therein (hereinafter called the Excluded Equipment).

2. Schedule A of the Lease is hereby amended to exclude therefrom the aforesaid car numbered 23129.

3. The definition of "Equipment" in the Assignment is hereby amended to exclude therefrom the aforesaid car numbered 23129.

4. Notwithstanding anything to the contrary contained in the Conditional Sale Agreement, the Builder hereby agrees to construct the Excluded Equipment upon the terms therein specified and to deliver the Excluded Equipment to the Guarantor at Bessemer, Alabama, and the Guarantor agrees, upon such delivery, to pay to the Builder the sum of \$15,019.36.

5. The Guarantor, at its expense, will promptly cause this Supplemental Agreement to be filed and recorded

with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and this Supplemental Agreement shall become effective upon such filing and recording.

6. Except as amended and supplemented hereby, the Conditional Sale Agreement, the Lease and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first above written.

PULLMAN INCORPORATED (Pullman-Standard Division)

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

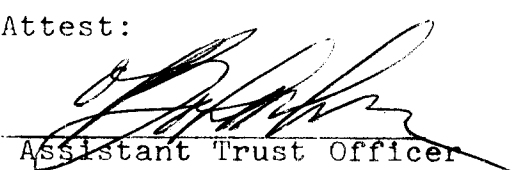
FIRST NATIONAL CITY BANK, as Trustee,

by

  
Trust Officer

[Corporate Seal]

Attest:

  
Assistant Trust Officer

SEABOARD COAST LINE RAILROAD COMPANY,

by

*Donald G. Anderson*  
Treasurer

[Corporate Seal]

Attest:

*J. F. Williams*  
Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK,

by

*[Signature]*  
Assistant Vice President

[Corporate Seal]

Attest:

*[Signature]*  
Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this *11th* day of December 1970, before me personally appeared *Stanley Brown*, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

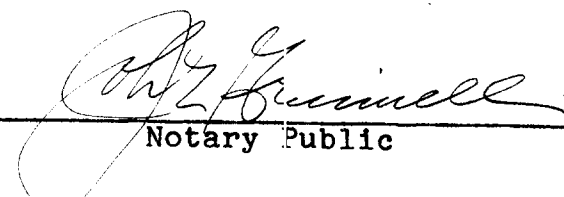
*Richard C. Mosberg*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF NEW YORK, )  
                              ) ss.:  
COUNTY OF NEW YORK, )

On this 8th day of December 1970, before me personally appeared E. J. JAWORSKI, to me personally known, who, being duly sworn, says that he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public

[Notarial Seal]

MURRAY BERKOWITZ  
Notary Public, State of New York  
No. 00000000000000000000  
County of New York  
Commenced in New York State  
Term Expires March 31, 1972



COMMONWEALTH OF VIRGINIA, )  
                                  ) ss.:  
CITY OF RICHMOND,            )

On this 14<sup>TH</sup> day of December 1970, before me personally appeared Leonard G. Anderson, to me personally known, who, being duly sworn, says that he is the Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission Expires JUL 10 1974

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK,)

On this 4<sup>th</sup> day of December 1970, before me personally appeared Malcom J. Hood, to be personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its By-Laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

IRENE R. SCOCCA  
Notary Public, State of New York  
No. 41-8885475  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1972